

Interview Summary, Statement of the Substance of the Interview

Main issue discussed was Faber and that the application teaches "Agents" which integrate their selected plurality of service providers into their own specialized websites for browsing by a User". Primary Examiner Abdullahi Salad again agreed, as he did in the previous Examiner

5 Interview, that Faber does not teach an "agent creating an associated selected plurality of one or more service providers" and "integrating their selected plurality of service providers into their own specialized websites for browsing". It was emphasized that "their own specialized websites for browsing" are separate and not part of a simple system where a user can search for service providers.

10 With respect to the discussion surrounding the definition of "Agent", the Examiner was directed to paragraph 12 of the specification of the present application, not paragraph 14 as stated by the Examiner in his interview summary. Paragraph 12 clearly defines Agent as: "Agent: one who integrates and employs the System within their websites or other Internet-based displayed and/or published materials offering a unique, differentiated grouping of Service Providers who

15 collectively employ the System." The Attorney's position is that this definition, found explicitly in Applicant's "Definition" section of the application provides a clear and unambiguous statement and definition of "Agent" from which the claims read. The Attorney is unsure how a more thorough or accurate definition can be provided or how any other interpretation can be implied or asserted by the Examiner.

20 Additionally, the Attorney and the Examiner discussed the previous amendment and the discussion of "team" which is not mentioned in Examiner's interview summary. The Attorney stated that the discussion in the previous amendment filed 03 March 2010 and again restated here, was an effort to help examiner understand the concept of the "Agent" and it is not included

in the claims or in the specification. The discussion of “team” (see page 13 of the Amendment file 03 March 2010) was and is included to assist Examiner in understanding the “Agent” concept and it is not intended to be included in the claims.

Finally, in the interview, the Attorney requested that the Examiner set-up a call 5 (subsequent Examiner Interview) with the Examiner’s SPE (Supervisory Patent Examiner). The Examiner stated to the Attorney that he would discuss the matter with his SPE and call to schedule a date and time. Instead of setting up this second, requested interview, the Examiner, approximately 14 days later issued this unexpected office action citing yet newly found prior art in a fifth effort to reject the claims.

In the Specification

The specification is objected to as failing to properly note the trademarks used in the detailed description of the present invention in the application as filed. Applicant is providing the replacement paragraphs below to properly note the trademarks in the specification in capitalization.

5 Withdrawal of this objection is respectfully requested.

In compliance with 37 CFR 1.121 which requires that an amendment to delete, replace, or add a paragraph. Amendments to the specification, including amendment to a section heading or the title of the invention which are considered for amendment purposes to be an amendment of a paragraph, must be made by submitting:

10 (1)(i) An instruction, which unambiguously identifies the location, to delete one or more paragraphs of the specification, replace a paragraph with one or more replacement paragraphs, or add one or more paragraphs;

15 (1)(ii) The full text of any replacement paragraph with markings to show all the changes relative to the previous version of the paragraph. The text of any added subject matter must be shown by underlining the added text. The text of any deleted matter must be shown by strike-through except that double brackets placed before and after the deleted characters may be used to show deletion of five or fewer consecutive characters.

20 Applicant respectfully submits the following Replacement Paragraphs for paragraphs 53 and 54 of the specification as submitted correcting the use of trademarks in capitalization. Withdrawal of this objection is respectfully requested.

AMENDMENT TO THE SPECIFICATION

In paragraph 53 the text should be should be amended as shown:

FIG. 1 illustrates a functional diagram of a computer network for World Wide Web 500 access to the System 1 from a plurality of Users 10 who access the System Web Server and

5 Database 310 via the System Web Site 100, independent Agent 300 integrator Websites, and/or a plurality of Service Provider Websites and Internet-based Icons 200 from the Users' Computers 15 and Telephones 17. Accessing the System Web Site 100, the Agent Websites 300, or the Service Provider Websites and Internet-based Icons 200 can be accomplished directly through a communication means such as a direct connection, an intranet, a local Internet Service Provider,

10 often referred to as ISPs, or through an on-line Service Provider like COMPUSERVE CompuServe, PRODIGY Prodigy, AMERICA ONLINE American Online, etc. or Wireless devices using services like AT&T or VERIZON Verizon.

In paragraph 54 the text should be should be amended as shown:

[0054] The Users 10 contact the System Web Server and Database 310 via the System

15 Web Site 100, the Agent Website 300 or the Service Provider Websites and Internet-base Icons 200 using an informational processing system (Client) capable of running an HTML compliant Web browser such as ~~Microsoft's Internet Explorer, Netscape Navigator and Mosaic~~ MICROSOFT'S INTERNET EXPLORER, NETSCAPE NAVIGATOR and MOSAIC. A typical system that is used is a personal computer with an operating system such as ~~Linux or Windows~~

20 LINUX or WINDOWS 95, 98 or ME, NT, or 2000, running a Web browser. The exact hardware configuration of computer used by the Users 10, the brand of operating system or the brand of Web browser configuration is unimportant to understand this present invention. Those skilled in

the art can conclude that any HTML (Hyper Text Markup Language) compatible Web browser is within the true spirit of this invention and the scope of the claims.

Response to Examiner's Response to Amendment Dated 03 March 2010

In the first paragraph of the office action dated 06/22/2010 Examiner requested that Applicant remove “capable of” from the claim language. Applicant has amended the claim 5 language to remove the phrase and replaced it with appropriate, positively reciting, language.

With respect to Examiner discussion in paragraph 7, on pages 3-5 of the office action dated 06/22/2010, Examiner is correct that “team” is not used in the specification or claims. Attorney and the Examiner discussed this issued during the Examiner Initiated Interview on 06/17/2010. The previous amendment and the discussion of “team” which is not mentioned in 10 Examiner’s interview summary. The Attorney stated that the discussion in the previous amendment filed 03 March 2010 and again restated here, was an effort to help examiner understand the concept of the “Agent” and it is not included in the claims or in the specification. The discussion of “team” (see page 13 of the Amendment file 03 March 2010) was and is included to assist Examiner in understanding the “Agent” concept and it is not intended to be 15 included in the claims.

Although the term/work “team” is not specifically used in the specification, the concept is disclosed. Paragraph 8 of the Specification states:

20 “It is the objective of the current invention to provide a system and methods for managing, supporting and empowering independent Agents to offer a unique platform around a standard apparatus for enabling expert Service Providers to deliver, and charge for, advice to consumers, by connecting two parties in real time. The present invention remedies the shortcomings of the prior art by enabling group Agents to integrate the system into their own specialized websites, thereby allowing a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers.” 25

The purpose of “Agent” creating a “more focused, comprehensible listings for consumers” is parallel to that of an “Agent” creating a “team” where the team is made up of a plurality of selected “expert Service Providers”.

With respect to Examiner's statement on page 5 of the office action that "the noted features upon which applicant relies (i.e. an Agent who can create their own "team" of specialist, and who interacts with the User to assist them in obtaining advice or answers" are not recited in the rejected claims is incorrect. Claim 1 recites: "having one or more Agents creating an

5 associated selected plurality of one or more Service Providers;" and "having the User initiate contact with the Service Provider via the Agent's specialized website;". These two claim limitations have also been in the claims and have always recited the limitations the Examiner now claims are not being recited, that being (1) the Agent creates a "team" or "selected plurality of one or more Service Providers" and (2) where the Agent assists them (users) in obtaining

10 advice or answers by initiating "contact with a Service Provider via the Agent's specialized website".

Examiner's interpretation, understanding, and argument is completely wrong. Applicant requests that if the Examiner feels he is correct in this matter that a final office action be issued so an Appeal may be filed without the continued, ill-fated, non-final office actions or the

15 Examiner grant Applicant's request for a telephonic interview between the Examiner and his SPE.

With respect to page 7 of the office action dated 06/22/2010, Examiner states in the first full paragraph, "Examiner relies on Hartley to teach the limitation: "...enabling the one or more Agent to integrate their selected plurality of Service Providers into their own specialized

20 websites for browsing by a User." Citing page 1 of the Office Action at item 19 dated 10 November 2009. As previously discussed by Applicant and herein set forth again, Applicant does not concede that Hartley teaches the "Agent" and again states that it is non-obvious and that

“grouping various service providers”, like a telephone listing is not equivalent of the Agent in Applicant’s invention and claims.

With respect to paragraph 8 referring to claims 2-13, Applicant recognizes Examiner’s reassertion of his rejection and relies on the previous argument, again re-asserted by Applicant 5 below.

With respect to paragraph 9 referring to claim 14, Applicant relies on the arguments present with respect to independent claim 1 from which claim 14 depends.

With respect to paragraph 10 referring to claim 15, Applicant rejected Examiners argument that Applicant’s argument fails to show certain features of the Applicant’s invention.

10 As noted by the Examiner the issue is that of the “Agents” and their “grouping of various service providers”. As previously discussed with respect to claim 1, these limitations are in the claims. Additionally, the Examiner has noted that Applicant’s effective filing date is 09/24/2004, which precedes Hackenworth, but fails to withdraw this improperly applied prior art.

With respect to paragraph 11 referring to claims 16-17, Applicant relies on the arguments 15 present with respect to independent claim 1 from which the claims depend.

With respect to paragraph 12 referring to claim 18, Examiner states argues that the teachings of Lund and Lurie 1 disclose the claim limitation “allowing for said Users to remain in effect on the website of the Agent while navigating and using the system for connecting telephonically to Service Providers”. The entire claim limitation is “allowing for said Users to 20 remain in effect on the website of the Agent while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows”, as stated in claim 18.

With respect to claim 18, as previously discussed, neither citation teaches or suggests an “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may

5 group or organize a more specific selection of service providers for a User to browse. The Lund citation provided by Examiner does not teach nor suggest allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows.

Lurie and Lund merely teach a User searching a database of Service Providers, while the

10 present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Lund also does not teach an Agent or an Agent with a Website, but only the website of the system, thus there is no teaching or suggestion allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for

15 connecting telephonically to Service Providers, but only a teaching of Users remaining connected to Service Providers while navigation and using a system.

With respect to paragraph 13 referring to claim 19, Examiner relies on Hartley to teach the limitation. As previously discussed by Applicant and herein set forth again, Applicant does not concede that Hartley teaches the “Agent” and again states that it is non-obvious and that

20 “grouping various service providers”, like a telephone listing is not equivalent of the Agent in Applicant’s invention and claims.

With respect to paragraph 15 referring to claim 20, Applicant rejected Examiners argument that Applicant’s argument fails to show certain features of the Applicant’s invention.

As noted by the Examiner the issue is that of the “Agents” and their “grouping of various service providers”. As previously discussed with respect to claim 1, these limitations are in the claims.

Rejections Under 35 USC 101

Applicant has amended independent claims 1 and 15 to read “A computer implemented method...” to clarify that the present invention is a method performed by and tied to a particular machine, that being a computer as required under *Bilski*. This amendment and clarification neither changes the substances or scope of the claim limitations. Additionally, Applicant has amended the claims to include, as the first claim limitation, after the preamble, “providing a computer executing the method” to explicitly state that the claimed invention is performed by a computer/machine. The transformation is obvious in the claim limitations, as an entire service is performed by the computer/machine which transforms user, agents, and service providers by organizing a marketplace for them to interact. Withdrawal of this rejection is respectfully requested.

15 Rejections Under 35 USC 103

A *prima facie* case of obviousness is established when an examiner provides:

1. one or more references
2. that were available to the inventor and
3. that teach
4. a suggestion to combine or modify the references,
5. the combination or modification of which would appear to be sufficient to have made the claimed invention obvious to one of ordinary skill in the art.

Accordingly, an applicant who is able to prove that the Examiner has failed to establish any one of these elements will prevent the *prima facie* case of obviousness from being established.

Claims 1, 6, and 9-10 stand rejected under 35 USC 103(a) as being unpatentable over Faber, et al (7,308,422) also referred to as Faber 1, in further view of Bollay (US2002/0023000), in further view of Hartley, et al (2003/0154097), and in further view of Lurie (US2003/0115089), also referred to as Lurie 1.

5 With respect to claim 1, Applicant disagrees that Faber 1 teaches an Agent and Service Providers as claimed by the present invention. Examiner, in a previous office action, has quoted the proper section of Applicant's application but has failed to understand how the present invention and Faber differ. Examiner now and previously cites Faber col. 4, ll 31-67, col 5, ll 1-22, and col. 8, ll 27-57 as teaching the limitation of the present invention where "Agents

10 integrate their selected plurality of Service Providers into their own specialized websites for browsing by a User". The present invention is focused on the "Agent" grouping and associating selected Service Providers to in a sense, create their "team". It is then the Agent who provides the services to the end user, using the Service Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent,

15 negotiating between the parties. Faber, at col. 4, ll 31-67, col 5, ll 1-22, and col. 8, ll 27-57, teaches searching and group of various service providers (col. 8, ll 27-57) and the setting up of a service providers website for viewing by a customer/ end user (col. 4, ll 31-67, col 5, ll 1-22), but does not disclose, teach, or suggest, the Agent feature of the present invention.

Additionally, Examiner asserted previously that col. 8, ll 27-57 and col. 9, ll 1-8 teaches a

20 User contacting a Service Provider via an Agent's specialized website. Again, col. 8, ll 27-57 includes no teaching and col. 9, ll 1-8 as show below also includes no such teaching and is irrelevant.

“In one embodiment, the list of service providers includes a description of each information service provided by the service provider. The customer can select to receive the information described, e.g., by clicking on the description or on a link included with the description. If the customer selects to receive a recorded information product, a logic unit within

5 the controller computer 300 will respond by establishing via the communications interface 700 a communications connection with the customer. The communications connection may be established over a telephone network, a computer network, satellite network, wireless communications network, direct TV network, or other type of communications network, and may include an audio connection, video connection, or other type of data connection.” (col. 9, ll

10 1-8)

With respect to claim 1, Applicant disagrees that Bollay teaches “one or more Agents”. Examiner cites Paragraph 26-27 and 30, neither of which use the term Agent. Examiner then attempts to argue that Agents is equivalent to “advertising display server monitors the Internet for requests from site administrators and advertiser administrators. In response to a request, after

15 validating log-in authenticity, a private web page is created”. Unfortunately, the Examiner did not read the entire paragraph. The private web page that is created is “for access by an authorized administrator, either a site administrator or an advertiser administrator, and a Java applet is attached to the private web page or a Java application The applet is capable of processing a data subset to dynamically display on the private web page indicia on a map. The indicia are

20 located on the map according to geographical locations of the Internet visitors. In this specification “user-viewpoint applet” refers to either a site-viewpoint applet or an advertiser-viewpoint applet. It will be understood that other applets can be implemented to fit the specific needs of other users. It is also understood that the term “applet” as used herein includes a Java

application that is run on the client to perform the same function.” This use of a java applet to “display on the private web page indicia on a map” is in no way related or “in a similar field of endeavor” as argued by the Examiner. Bollay is directed to a server that places ads on a public web page accessible to Internet visitors. See, Bollay, abstract.

5 With respect to claim 1, Applicant disagrees that Hartley teaches an Agent and Service Providers as claimed by the present invention. Examiner has quoted the proper section of Applicant’s application (Para. 14) but has failed to understand how the present invention and Hartley differ. Examiner cites Hartley paragraphs 22-25, 27, 29-31, 48, 51, and 54 as teaching the limitation of the present invention where “Agents integrate their selected plurality of Service

10 10 Providers into their own specialized websites for browsing by a User”. The present invention is focused on the “Agent” grouping and associating selected Service Providers to in a sense, create their “team”. It is then the Agent who provides the services to the end user, using the Service Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent, providing a business channel between the parties.

15 15 Hartley at paragraphs 22-25, 27, 29-31 teaches a “specialist”, which is no more than the person answer the phone as at a call center. Paragraph 22 states this specifically: “FIG. 1, a communication network 10 adapted to enable a specialist (e.g., at call center 30) to receive a request from an individual for assistance regarding a personal need is provided. Means (e.g., a personal computer 40) are provided for creating a personalized web page in response to the

20 20 request.” Hartley does not teach an Agent who can create their own “team” of specialist, and who interacts with the User to assist them in obtaining advice or answers.

Examiner associates “Agents” with “Specialists” when this is completely incorrect. The “Specialists” in Hartley may transfer a caller/user to each other, but they do not have the ability

to create a team or subgroup, and even if they did, they would be part of the subgroup as a specialist, which is not the claim of the present invention. Examiner states on page 10 of the office action dated 11/10/2009 “Hartley does not disclose explicitly teaching the final step of: connecting said User with said Service Provider if available”. This is because in Hartley the 5 “Specialists” are the “Service Providers” and there are no “Agents” taught or suggested by the Hartley. When a user calls in Hartley, the first are connected with an operator who merely determines their eligibility, then the user is forwarded to a specialist to assist them, see paragraph 23. There is no Agent.

10 Hartley, at paragraphs 22-54, teaches searching and group of various service providers and the setting up of a service providers website for viewing by a customer/ end user, but does not disclose, teach, or suggest, the Agent feature of the present invention.

15 Additionally, Examiner asserts that paragraphs 22-54 teaches a User contacting a Service Provider via an Agent’s specialized website. Again, paragraphs 22-54 include no teaching of an Agent.

20 With respect to claim 1, Applicant disagrees that Laurie 1 teaches the a method for expert service providers to provide advice services through unique empowered independent agents to consumers comprising the steps of a User initiating contact with a Service Provider and connecting said User with said Service Provider if available. Applicant disagrees that Laurie 1 teaches enabling Agents to integrate their selected plurality of Service providers into their own specialized websites for browsing by a User and having a User initiate contact with a Service Provider via an Agent’s specialized website. For these two limitations, those two paragraphs are merely a listing of memory components from paragraph 68, with 71 noting “web browser procedures 134 for accessing online applications, such as service provider computer 300” and 80

“as well as other procedures and files”, which neither teaches nor suggests the use of Agents or the other specifics of the claim limitations. The citation provided by Examiner does not teach nor suggest an “Agent” providing a plurality of Service Providers to a User for selection. Lurie 1 merely teaches a User searching a database of Service Providers, while the present invention 5 creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

The use of an Agent provides a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers/users to browse. Applicant 10 has amended claim 1 to more specifically and accurately claim the method of the present invention. Withdrawal of this rejection is respectfully requested. Withdrawal of this rejection is respectfully requested.

With respect to Claims 6, and 9-10 Applicant relies on the arguments presented for claim 1 above, from which claims 6, and 9-10 depend. Withdrawal of this rejection is respectfully 15 requested.

Claims 2-5 stand rejected under 35 USC 103(a) as being unpatentable over Faber 1, in further view of Bollay, in further view of Hartley, in further view of Lurie 1, and further in view of Faber, et al. (US 7,308,540), also referred to as Faber 2.

With respect to Claims 2-5, Applicant relies on the arguments presented for claim 1 20 above, from which Claims 2-5 depend. Withdrawal of this rejection is respectfully requested.

With respect to claims 6, 9, 10, 11, 12, and 13 on pages 25- 27 of the office action dated 06/22/2010 the Examiner makes rejections, but does not state the 103 or 102 basis. To further prosecution, Applicant has assumed the basis is 103(a) as claims 6, 9, 10, 11, 12, and 13 on

pages 25- 27 of the office action dated 06/22/2010 are rejected on the same prior art as claims 2-5. Applicant relies on the arguments presented for claim 1 above, from which Claims 9, 10, 11, 12, and 13 depend. Withdrawal of this rejection is respectfully requested.

Claim 7 stands rejected under 35 USC 103(a) as being unpatentable over Faber 1, in 5 further view of Bollay, in further view of Hartley, in further view of Lurie 1 and in further view of Lurie 2.

With respect to Claim 7 Applicant relies on the arguments presented for claim 1 above, from which Claim 7 depends. Withdrawal of this rejection is respectfully requested.

Claim 8 stands rejected under 35 USC 103(a) as being unpatentable over Faber 1, in 10 further view of Bollay, in further view of Hartley, in further view of Lurie 1 and in further view of Faber 3.

With respect to Claim 8 Applicant relies on the arguments presented for claim 1 above, from which Claim 8 depends. Withdrawal of this rejection is respectfully requested.

Claim 14 stands rejected under 35 USC 103(a) as being unpatentable over Faber 1, 15 in further view of Bollay, in further view of Hartley in further view of Lurie 1 and in further view of Rigole (US 7,139,728).

With respect to claim 14, Applicant disagrees that Hartley teaches an Agent and Service Providers as claimed by the present invention. Examiner has quoted the proper section of Applicant's application (Para. 14) but has failed to understand how the present invention and 20 Hartley differ. Examiner previously cited Hartley paragraphs 22-25, 27, 29-31, 48, 51, and 54 as teaching the limitation of the present invention where "Agents integrate their selected plurality of Service Providers into their own specialized websites for browsing by a User". The present invention is focused on the "Agent" grouping and associating selected Service Providers to in a

sense, create their “team”. It is then the Agent who provides the services to the end user, using the Service Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent, negotiating between the parties. Hartley at paragraphs 22-25, 27, 29-31 teaches a “specialist”, which is no more than the person answer the 5 phone as at a call center. Paragraph 22 states this specifically: “FIG. 1, a communication network 10 adapted to enable a specialist (e.g., at call center 30) to receive a request from an individual for assistance regarding a personal need is provided. Means (e.g., a personal computer 40) are provided for creating a personalized web page in response to the request.” Hartley does not teach an Agent who can create their own “team” of specialist, and who interacts with the 10 User to assist them in obtaining advice or answers.

Examiner associates “Agents” with “Specialists” when this is completely incorrect. The “Specialists” in Hartley may transfer a caller/user to each other, but they do not have the ability to create a team or subgroup, and even if they did, they would be part of the subgroup as a specialist, which is not the claim of the present invention. Examiner states on page 10 of the 15 office action dated 11/10/2009 “Hartley does not disclose explicitly teaching the final step of: connecting said User with said Service Provider if available”. This is because in Hartley the “Specialists” are the “Service Providers” and there are no “Agents” taught or suggested by the Hartley. When a user calls in Hartley, the first are connected with an operator who merely determines their eligibility, then the user is forwarded to a specialist to assist them, see paragraph 20 23. There is no Agent.

Hartley, at paragraphs 22-54, teaches searching and group of various service providers and the setting up of a service providers website for viewing by a customer/ end user, but does not disclose, teach, or suggest, the Agent feature of the present invention.

Additionally, Examiner asserts that paragraphs 22-54 teaches a User contacting a Service Provider via an Agent's specialized website. Again, paragraphs 22-54 include no teaching of an Agent.

With respect to claim 14, Applicant disagrees that Laurie 1 teaches distributing the

5 appropriate service HTML code to the Agent for each newly registered Service Provider. Examiner cites paragraphs 91-92 which wherein a service provider is provided with a compose e-mail option, a block option, and assign to list option. In order to use the provided options of Laurie 1, a service provider will select checkboxes, indicated at col. 522, by for example, mouse clicking on the various checkboxes corresponding to desired service seekers. Once selected, the
10 service provider can click on an option. Once the option is selected by the service provider, the customer management procedures process the selected service providers according to the selected option. When a service provider selects the compose e-mail option, the customer e-mail procedures are performed.

The alternative embodiment of paragraph 92 provides the service provider with an

15 electronic mail generation screen in order for the service provider to enter desired information within the electronic mail. Once entered, the electronic mail will be sent to the selected service seekers. The electronic mail option may be utilized by service providers in order to provide incentives to the selected service seekers in order to entice the service seekers to engage the service providers' assistance in the form of an advice communication. When a service seeker
20 responds to a communication incentive, the customer incentive procedures will compensate the service seeker once the advice communication is complete.

In the present invention, the system automatically distributes the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; enabling the Agent

to readily create their own Internet-based collection of specialized Service Providers and in turn, connect Users with these Service Providers for expert advice in real time via a telephone connection (See Paragraph 73 and Fig. 9 of the present application). As previous discussed in Applicants response to the rejection of claim 1, Laurie 1 does not teach an Agent level or layer in 5 its system so it is impossible for the citation to teach or suggest the distribution of any HTML code to another party for use as claimed by the present invention. Withdrawal of this rejection is respectfully requested.

Claims 15-17 stand rejected under 35 USC 103(a) as being unpatentable over Faber 1, in further view of Bollay, in further view of Satoh, in further view of Mersky (US 10 7,296,003), in further view of Hartley, and yet in further view of Laurie 1.

With respect to claim 15, Examiner is failing to consider the claim limitations in their entirety. Applicant disagrees that the cited prior art teaches an Agent and Service Providers as claimed by the present invention. Examiner cites Bollay as teaching the limitations of the present invention “registering one or more agents...” and “Agents integrate their selected 15 plurality of Service Providers into their own specialized websites for browsing by a User”. The present invention is focused on the “Agent” grouping and associating selected Service Providers to in a sense, create their “team”. It is then the Agent who provides the services to the end user, using the Service Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent, negotiating between the parties.

20 Faber, at col. 4, ll 31-67, col. 5, ll 1-22, and col. 8, ll 27-57, teaches searching and group of various service providers (col. 8, ll 27-57) and the setting up of a service providers website for viewing by a customer/ end user (col. 4, ll 31-67, col. 5, ll 1-22), but does not disclose, teach, or suggest, the Agent feature of the present invention.

Additionally, Examiner previously asserted that col. 8, ll 27-57 and col. 9, ll 1-8 teaches a User contacting a Service Provider via an Agent's specialized website. Again, col. 8, ll 27-57 includes no teaching and col. 9, ll 1-8 as show above and previously discussed includes no such teaching and is irrelevant.

5 With respect to claim 15, Applicant disagrees that Laurie 1 teaches the a method for expert service providers to provide advice services through unique empowered independent agents to consumers comprising the steps of a User initiating contact with a Service Provider and connecting said User with said Service Provider if available. Applicant disagrees that Laurie 1 teaches enabling Agents to integrate their selected plurality of Service providers into their own

10 specialized websites for browsing by a User and having a User initiate contact with a Service Provider via an Agent's specialized website. For these two limitations, those two paragraphs are merely a listing of memory components from paragraph 68, with 71 noting "web browser

 procedures 134 for accessing online applications, such as service provider computer 300" and 80 "as well as other procedures and files", which neither teaches nor suggests the use of Agents or

15 the other specifics of the claim limitations. The citations provided by Examiner do not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Lurie 1 merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to

20 browse.

The use of an Agent provides a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers/users to browse. Applicant

has amended claim 15 to more specifically and accurately claim the method of the present invention.

Examiner alleges that Satoh, “in a related field of endeavor teaches a Service Provider entering an Agent ID when registering as a new Advisor and linking all Service providers under a 5 single Agent ID into one account information”. Satoh, in paragraphs 9-10 more clearly states the teaching as wherein the mediator server acts as an intermediary agent between the service purchaser and service provider and wherein the method allows the mediator server to provide the mediator services by presenting the services offered by the service purchaser and associated information to the service purchaser, and by presenting the service being purchased by the 10 service purchaser and associated information to the service provider. Satoh does not teach a plurality of “Agents” acting in any manner that suggest, teaches, or resembles that taught by the present invention.

In Satoh, the mediation server is as shown in Fig. 3, element 30. In the present invention the multiple “Agents” create their own websites and locations to offer their specialized package 15 of service providers that they select from a larger group or pool of providers. In Satoh, the singular mediation server, merely provides for present the listing of service providers. More specifically, paragraph 10 of Satoh states: “More specifically, the mediator server may present the listing of service providers, services offered by each of the service providers and information related to those services to potential service purchasers, allowing a service purchaser to select the 20 service provider who provides the appropriate service from the listing. When the service purchaser has selected any particular service provider, the service purchaser may submit the specific service purchase request information to the mediator server, who may present the information to that particular service provider. Negotiations may then proceed between the

service purchaser and service provider through the mediator server, and the agreement may be reached when the service provider accept.” Satoh does not teach a group of “Agents” creating their own collections of Service Providers and the Agents themselves then acting to bring the two parties together. Satoh specifically teaches and states presenting “the listing of service providers, services offered by each of the service providers and information related to those services to potential service purchasers”. See paragraph 10 of Satoh.

5 Examiner finally alleges that Mersky, “in a similar field of endeavor” teaches a method and apparatus for facilitating manual payments for transactions conducted over a network including the step of linking all service providers under a single Agent ID into a transaction activity management 10 interface”. Examiner’s citation for Mersky does reflect that of a “transaction activity interface” and it in no way teaches or suggests linking of all service providers under a single Agent ID for transaction purposes and in combination Satoh, there is no suggestion or teaching to combine, nor 15 would it be obvious to do so as none of the prior art cited teaches the use of Agents, who are essentially creating their own custom work force by selectively using the service providers to offer, provide and connect their specialized work force with user or service buyers. Because of the novel 20 and non-obvious use of Agents, which are explicit claim limitations, the present invention, in order ensure compensation to the correct Agents for a Service Providers work, and Service Provider compensation for work they may be performing for multiple Agents, the linking is required. The prior art does not suggest or teach this connection and merely citing and combining prior art for a transaction system and a service website does not teach or suggest the combination of the claim limitations taught by the present invention.

For the above stated reasons with respect to claim 15, withdrawal of this rejection is respectfully requested.

With respect to claims 16 and 17, Applicant relies on the arguments presented for claim 15 above, from which Claims 16 and 17 depend. Withdrawal of these rejections is respectfully requested.

Claim 18 stands rejected under 35 USC 103(a) as being unpatentable over Faber 1,

5 Bollay, Satoh, Mersky, Rigole, Hartley 1, and Lund.

With respect to claim 18, as previously discussed, neither citation teaches or suggests an “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may 10 group or organize a more specific selection of service providers for a User to browse. The citation sprovided by Examiner does not teach nor suggest allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows.

The prior art cited by the examiner merely teaches a User searching a database of Service 15 Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The prior art also does not teach an Agent or an Agent with a Website, but only the website of the system, thus there is no teaching or suggestion allowing for said Users to remain in effect *on the website of the Agent* while 20 navigating and using the system for connecting telephonically to Service Providers, but only a teaching of Users remaining connected to Service Providers while navigation and using a system. Withdrawal of this rejection is respectfully requested.

Claim 19 stands rejected under 35 USC 103(a) as being unpatentable over Faber 1, Bollay, satoh, Mersky, Rigole, Hartley, Lurie 1, and Likourezous.

With respect to claim 19, as previously discussed, the prior does not teach or suggest an “Agent” providing a plurality of Service Providers to a User for selection. The prior art merely 5 teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The citations provided by Examiner do not teach nor suggest displaying, within a pop-up window or anywhere, a full list of an *Agent’s* Service Provider’s and their individual availability statuses.

10 The prior art merely teach a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The Agent is then paid a fee in addition to the fee collected by the service. Thus, when an Agent is a requirement, the payment to the agent may be “a managed payout 15 consisting of, deducting a pre-determined Agent service fee for each transaction and distributing the Agent to fee said Agents.” Additionally, the Agent may take on self-managed payroll responsibility.

In the cited prior art, there is no agent, only the User and Service Provider, thus there would be no need and is no teaching or suggestion for a self-managed payroll responsibility, 20 either by the system, User, or Service Provider and certainly no “pre-determined Agent service fee for each transaction” for the Agent actively bringing the two parties (User and Service Provider) together.

In the present invention as well as the prior art, both parties, the user and service provider both have a desire to be connected and the service provider does not need information retrieved based on the caller's id, the user would have the information provide to them ahead of time or directly by the user in a confidential manner to have their questions answered or receive the 5 advices they are seeking. Withdrawal of this rejection is respectfully requested.

Claim 20 stands rejected under 35 USC 103(a) as being unpatentable over Faber 1, Bollay, Satoh, Mersky, Rigole, Hartley, Lurie 1, Margiloff, and Altberg.

With respect to Margiloff, et al. **US 2005/0240475**, this US Patent Application was filed on April 21, 2005. Applicant's application was filed on September 24, 2004 **BEFORE** 10 Margiloff, et al. Examiner notes on page 16 of the office action dated 06/22/2010 that "when two applications of different inventive entities are copending....a provisional rejection under 35 USC 102(e) should be made in the later filed application...." (my emphasis added). In this situation the later filed application is Margiloff, not Kumar. Additionally, the two applications are published, the are "not published under 35 USC 122(b). They are both published and have 15 USPTO Publication numbers.

Neither MPEP 706.02(I)(3) or MPEP 706.02(f) are applicable in this instance. MPEP 706.02(I)(3) applies to Examination Procedure With Respect to 35 U.S.C. 103(c). Examiner has not made a rejection under 35 USC 103(c) and 706.02(I)(3)(C) states Generally, such a reference (a reference used in an anticipatory rejection under 35 U.S.C. 102(e), (f), or (g)) is only 20 disqualified when "the reference was used in an obviousness rejection under 35 U.S.C. 103(a). See 706.02(I)(3)(C). Thus, even if applicable, the reference would be disqualified as the rejection was made under 35 U.S.C. 103(a). MPEP 706.02(f) applies to Rejections Under 35 U.S.C. 102(e) and the Examiner has not made a rejection under 35 U.S.C. 102(e).

Under section 103, prior art includes all references with effective dates **BEFORE** the date of invention. The date of invention for initial examination purposes is typically considered

5 to be the filing date of the patent application. See *Bates v. Coe*, 98 U.S. (8 Otto) 31, 34 (1878). An applicant may generally antedate the date of invention prior to the filing date by producing proof that the invention was made earlier. *Id.* This rule is subject to the same provision as anticipated rejections made under 35 USC 102; that is, an inventor may not carry back the date of invention more than one year prior to the effective filing date of the application to overcome

10 prior art references under Section 103. *In re Foster*, 343 F.2d 980, 145 USPQ 166, 174-75 (C.C.P.A. 1965).

Here Applicant's application was not only filed seven months before Margiloff, et al. Applicant's prior art date for examination purposes is September 24, 2004, which predates Margiloff's filing on April 21, 2005, and Margiloff's. Thus, Mariloff et al. is not a proper

15 reference under 35 USC 102 or 35 USC 103 and Examiner has failed to establish one of the required elements for a *prima facia* case of obviousness and the case has not been established. Withdrawal of these rejections is respectfully requested.

The prior art cited by Examiner, namely Margiloff, et al., was not available to the public prior to the filing date and prior art date of applicant's application and invention. Although

20 Margiloff, et al. claims a priority date of April 23, 2004, a provisional patent application is not published or otherwise available to the public. The *prima facia* showing by Examiner is incorrect and improper and the burden still remains on the Examiner to produce an appropriate prior art reference. Withdrawal of these rejections is respectfully requested.

For the reasons state above, Examiner's use of Margiloff, et al. is incorrect and improper, for those reasons alone, the Examiners rejection of claim 20 is incorrect although additional arguments will be presented. Withdrawal of these rejections is respectfully requested.

With respect to claim 20, again neither of the prior art citations teach an Agent or any

5 means for grouping Service Providers other than by topic in a Service Provider database. Examiner alleges that Margiloff, in a similar field, discloses enabling a service provider to register and be part of numerous different Agent groups, citing paragraphs 12-19. Margiloff, in paragraphs 12-19 teaches a Universal Advertising Modual (UAM) which may be a device operated by an advertising management company, group, individual, and/or other entity. The

10 UAM device may allow an advertiser to register for universal advertising management services. For example, the advertiser in Margiloff may use an advertising device to register with the UAM device 110 and/or subscribe to services provided by the UAM device. In some embodiments, the advertiser's registration with the UAM device may permit the advertiser to display advertisements via various advertising partner devices. (see Para. 17). The advertiser may select

15 which advertising partners are preferable and/or acceptable to display a particular advertisement and/or group of advertisements. The advertiser may then, for example, be automatically signed-up and/or registered with the selected advertising partners (see Para. 18). The present invention allows an Agent not to merely select a group of advertisements for display as taught by Margiloff. Claim 20 states "enabling a Service Provider to register and be part of numerous

20 different Agent groups, without concern for any potential telephone connection conflict" which does not allow for a single or multiple classification of a service provider in the system, but allows them to "work" for multiple Agents in the system and provide services on behalf of

multiple agents without any potential telephone connection conflict, which would occur under the other systems cited by the Examiner.

The present invention provides the method and techniques for expert Service Providers, in turn, to provide their service through a multiplicity of Independent Agent channels without 5 potential communication device conflict for consumers. In general, the system provides a more efficient, practical, and functional method to enable Users to contact Service Providers for expert advice and Service Providers to promote and offer their services to and transact their services with consumers than the current art.

Thus, there is no teaching or suggestion for enabling a Service Provider to register and be 10 part of numerous different Agent groups, without concern for any potential telephone connection conflict, the second claim limitation of claim 20. Thus the two systems do not work in any manner that is reflective of the other with the purposes or use for collecting and using the requested information. The Examiner cites Altberg as teaching this limitation, and while Altberg does teach the use of unique telephone numbers for each advertiser, Altberg does not teach the 15 claim limitation of “having recognition, across an entire database of Service Provider’s telephone numbers including potentially multiple different accounts, of whether a particular Service Provider’s telephone line is busy thereby” which is not addressed by the examiner in the rejection and is not taught or suggested by Altberg. Withdrawal of this rejection is respectfully requested.

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CONCLUSION

For all the reasons advanced above, Applicant respectfully submits that the application is in condition for allowance and that action is earnestly solicited.

In the event that an extension of time is required, or may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely.

Respectfully submitted,

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/matthewtwelker/

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10 Date: November 22, 2010

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